

EXHIBIT A

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

DOUGLAS RODGERS and WILLIAM  
RODGERS,

Plaintiffs,

vs.

Southwestern Energy Company,  
Southwestern Energy, Southwestern Energy  
Production Company, Chesapeake  
Appalachia, L.L.C., and  
Chesapeake Energy Corporation.

Defendants.

CIVIL ACTION NO.: 16-C-81

CIRCUIT COURT  
OF OHIO COUNTY  
WEST VIRGINIA  
APR 16 2016  
11:08 AM

PLAINTIFFS' COMPLAINT

Now comes the plaintiffs by and through their undersigned counsel, Mark A. Kepple, Esquire, and the law firm of Bailey & Wyant, P.L.L.C. and for their Complaint state and allege as follows:

1. The plaintiff, Douglas Rodgers, is a resident of Ohio County, West Virginia and owner of certain oil and gas interest in Ohio County, West Virginia.
2. The plaintiff, William Rodgers, is a resident of Ohio County, West Virginia and owner of certain oil and gas interest in Ohio County, West Virginia.
3. Southwestern Energy Company is a foreign corporation that is a citizen domiciled in the State of Texas and having its principal place of business located in Texas. The State of Texas is where the Southwestern Energy Company's officers direct, control, and coordinate the corporation's activities. The State of Texas is the place where the corporation maintains its

Bailey  
& Wyant  
ATTORNEYS AT LAW

headquarters and is the actual center of direction, control, and coordination, *i.e.*, the 'nerve center,' and not simply an office where the corporation holds its board meetings.

4. Southwestern Energy Services Company is a foreign corporation that is a citizen domiciled in the State of Texas and having its principal place of business located in Texas. The State of Texas is where the Southwestern Energy Services Company's officers direct, control, and coordinate the corporation's activities. The State of Texas is the place where the corporation maintains its headquarters and is the actual center of direction, control, and coordination, *i.e.*, the 'nerve center,' and not simply an office where the corporation holds its board meetings.

5. Southwestern Energy Production Company (SEPCO) is a foreign corporation that is a citizen domiciled in the State of Texas and having its principal place of business located in Texas. The State of Texas is where the Southwestern Energy Production Company's officers direct, control, and coordinate the corporation's activities. The State of Texas is the place where the corporation maintains its headquarters and is the actual center of direction, control, and coordination, *i.e.*, the 'nerve center,' and not simply an office where the corporation holds its board meetings.

6. Chesapeake Appalachia, LLC is a West Virginia limited liability company doing business in Ohio County, West Virginia, hereinafter referred to as "Chesapeake"

7. Chesapeake Energy Corporation does business in Ohio County, West Virginia, hereinafter referred to as "Chesapeake".

8. Chesapeake Energy Corporation does business in Ohio County, West Virginia.

9. Chesapeake Appalachia, LLC does business in Ohio County, West Virginia.

10. SWN took over the Chesapeake operations that involved the plaintiffs.

11. Jurisdiction and venue in Ohio County, West Virginia is appropriate.

12. William and Douglas Rodgers have leased their oil and gas interest to Chesapeake and its successor, Southwestern (SWN) the consideration for the leases contains certain terms regarding the percentage payment and method of payment.

13. The Defendants have not and are not paying the lease payments correctly, resulting in a loss of revenue for Douglas and William Rodgers.

14. Based upon information and belief, the royalty payments are being paid on a basis of a lesser percentage on the net when it should be paid 18% on the gross without cost and fees deducted. Such failure has been brought to the attention of the Defendants by letter and the Defendants have not taken action to correct this error.

15. The failure to correct this error has resulted in the Plaintiffs retaining an attorney and bringing suit.

16. The plaintiffs are entitled to an award of the difference between the lesser percentage of the net and the 18% gross distribution of their royalty payments.

17. The lease between the parties contemplates arbitration only in the event of an agreement. In this setting, the Plaintiff's do not agree to arbitration and any such request is denied. The plaintiffs would agree to a mediation.

18. As a direct and proximate result of the conduct of the Defendants, the plaintiffs have lost substantial revenues from their oil and gas interests.

19. The plaintiffs are entitled to a recovery of these amounts, plus interest, attorney's fees, and all other costs.

**Count I – Breach of Contract/ Breach of Lease**

The plaintiffs restate and re-allege the preceding allegations of plaintiff's complaint as if restated fully herein.

20. The plaintiffs and defendants had a contract and lease to pay mineral royalties stemming from the leases attached hereto and incorporated herein.

21. Upon information and belief, the defendants have produced natural gas and liquids from the plaintiff's property. No payment, division order, or other indicia that any monetary consideration meeting the requirements of the lease will be exchanged has occurred.

22. The failure to pay the plaintiffs is a breach of the contract.

23. The failure to pay for the natural gas and liquids taken from plaintiff's property is a breach of contract and has caused damage to these plaintiffs.

#### **Count II – Conversion**

The plaintiffs restate and re-allege the preceding allegations of plaintiff's complaint as if restated fully herein.

24. The defendants have willfully interfered with the plaintiff's mineral rights.

25. As a direct and proximate result of the defendants' conduct herein, the plaintiffs have been deprived of their property and suffered damages due to such conduct.

26. As a direct and proximate result of the defendants' conduct, they have taken control over the plaintiff's property and converted it to their use in a manner contrary to law.

#### **Count III – Breach of Covenant of Good Faith and Fair Dealing**

The plaintiffs restate and re-allege the preceding paragraphs as if restated herein

27. There is an implied covenant of Good Faith and Fair Dealing between these defendants and the plaintiffs.

28. The parties had a contractual relationship with each other.

29. The defendants had a duty and legal responsibility to represent facts, positions, and offers reasonably, honestly and fairly to these plaintiffs.

30. The defendants had a duty and legal responsibility to honor their agreement with the plaintiffs and agree upon terms for royalty percentage.

31. The defendants breached their covenant of good faith and fair dealing by failing to honor the agreement as described herein.

32. As a direct and proximate result of the conduct alleged herein the defendants caused plaintiffs to sustain damages.

33. The plaintiffs suffered damages.

**Count VI- Failure to maintain/diminution in property value**

The plaintiffs restate and re-allege the preceding allegations as if restated fully herein.

34. The defendants have a duty to maintain the infrastructure they have installed on plaintiffs property. Additionally, the defendants have a duty to confine their operations to the right of way. In addition to exceeding the bounds of the right of way, the defendants have also failed to have proper upkeep of the plaintiff's property. For example, the tanks that once were neatly painted are now peeling and fading and look terrible.

35. The defendant's area of impact takes up more space than what was originally agreed.

36. The defendants should have to pay for the increased area they are using.

37. The defendants should take care of the infrastructure that is on the property so that it looks nicer.

38. The failure to maintain has caused diminution in the plaintiff's property values.

39. The defendants failure to limit their activities to the areas subject to their right of way have caused damage to the plaintiffs and have caused them to experience a diminution in property values.

**Count V - Damages**

The plaintiffs restate and re-allege the preceding allegations as if restated fully herein.

40. The conduct, actions, and inactions described above reflect a breach of a legal responsibility to the plaintiffs that caused damages.

41. Plaintiffs are entitled to an award of attorney's fees and costs.

42. Plaintiffs are entitled to the market value of all liquids and gasses according to the lease.

43. Plaintiffs are entitled to compensatory and punitive damages for breach of fiduciary duty.

44. Plaintiffs are entitled to compensatory and punitive damages for breach of implied covenant of good faith and fair dealing and breach of fiduciary duty.

45. Plaintiffs are entitled to compensatory damages for breach of contract and breach of lease.

46. Plaintiffs are entitled to compensatory and punitive damages for trespass.

47. Plaintiffs are entitled to compensatory and punitive damages for defendants' conversion of their property.

48. Plaintiffs are entitled to general damages, lost profits, annoyance and inconvenience, and any other damages awardable by law.

49. Plaintiffs are entitled to proceed with this civil action without arbitration.

WHEREFORE, the Plaintiffs respectfully request that this Court award the Plaintiffs damages to compensate them for the wrongfully withheld payments and for all other further reliefs this Court deems appropriate.

THE PLAINTIFFS DEMAND A TRIAL BY JURY OF ALL ISSUES AND DAMAGES.

DOUGLAS RODGERS AND  
WILLIAM RODGERS  
By Counsel.



Mark A. Kepple, Esq.  
WV Bar Id. 7470  
Bailey & Wyant, P.L.L.C.  
1219 Chapline Street  
Wheeling, WV 26003  
Phone: (304) 233-3100  
Fax: (304) 233-0201  
[mkepple@baileywyant.com](mailto:mkepple@baileywyant.com)



IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

CIVIL CASE INFORMATION STATEMENT  
(Civil Cases Other than Domestic Relations)

## I. CASE STYLE:

Case No. 16-C-81

Plaintiff(s)

Judge: Cuomo

DOUGLAS RODGERS

WILLIAM RODGERS

vs.

Defendant(s)

Days to  
Answer

Type of Service

SOUTHWESTERN ENERGY COMPANY

30

CERTIFIED MAIL

Name

10000 ENERGY DRIVE

Street Address

SPRING, TX 77389

City, State, Zip Code

## II. TYPE OF CASE:

☒ General Civil☐ Mass Litigation [As defined in T.C.R. 26.04(a)]☐ Asbestos☐ FELA Asbestos☐ Other: \_\_\_\_\_☐ Habeas Corpus/Other Extraordinary Writ☐ Other: \_\_\_\_\_☐ Adoption☐ Administrative Agency Appeal☐ Civil Appeal from Magistrate Court☐ Miscellaneous Civil Petition☐ Mental Hygiene☐ Guardianship☐ Medical MalpracticeIII. JURY DEMAND: ☒ Yes ☐ No CASE WILL BE READY FOR TRIAL BY (Month/Year): /IV. DO YOU OR ANY  
OF YOUR CLIENTS  
OR WITNESSES  
IN THIS CASE  
REQUIRE SPECIAL  
ACCOMMODATIONS?☐ Yes ☒ No

## IF YES, PLEASE SPECIFY:

☐ Wheelchair accessible hearing room and other facilities☐ Reader or other auxiliary aid for the visually impaired☐ Interpreter or other auxiliary aid for the deaf and hard of hearing☐ Spokesperson or other auxiliary aid for the speech impaired☐ Foreign language interpreter-specify language: \_\_\_\_\_☐ Other: \_\_\_\_\_

Attorney Name: MARK A. KEPPLER, ESQ.

Firm: BAILEY &amp; WYANT, P.L.L.C.

Address: 1219 CHAPLINE STREET

Telephone: (304) 233-3100

Representing:

☒ Plaintiff☐ Defendant☐ Cross-Defendant☐ Cross-Complainant☐ 3rd-Party Plaintiff☐ 3rd-Party Defendant☐ Proceeding Without an Attorney

Original and 5 copies of complaint enclosed/attached.

Dated: 03 / 08 / 2016

Signature: 

SCA-C-100: Civil Case Information Statement (Other than Domestic Relations)

Revision Date: 12/2015

Plaintiff: DOUGLAS RODGERS, et al

Case Number: \_\_\_\_\_

vs.

Defendant: SOUTHWESTERN ENERGY COMPANY, et al

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**CIVIL CASE INFORMATION STATEMENT  
DEFENDANT(S) CONTINUATION PAGE**


---

SOUTHWESTERN ENERGY

Defendant's Name

1000 ENERGY DRIVE

Street Address

SPRING, TX 77389

City, State, Zip Code

Days to Answer: 30Type of Service: CERTIFIED MAILSOUTHWESTERN ENERGY PRODUCTION CO

Defendant's Name

1000 ENERGY DRIVE

Street Address

SPRING, TX 77389

City, State, Zip Code

Days to Answer: 30Type of Service: CERTIFIED MAILCHESAPEAKE APPALACHIA, L.L.C.

Defendant's Name

5400 D BIG TYLER ROAD

Street Address

CHARLESTON, WV 25313

City, State, Zip Code

Days to Answer: 30Type of Service: CERTIFIED MAILCHESAPEAKE ENERGY CORPORATION

Defendant's Name

5400 D BIG TYLER ROAD

Street Address

CHARLESTON, WV 25313

City, State, Zip Code

Days to Answer: 30Type of Service: CERTIFIED MAIL

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Defendant's Name

Street Address

City, State, Zip Code

Days to Answer: \_\_\_\_\_

Type of Service: \_\_\_\_\_

SUMMONS

IN THE CIRCUIT COURT OF OHIO COUNTY, WEST VIRGINIA

CIVIL CASE NO.16-C-81

DOUGLAS RODGERS AND  
WILLIAM RODGERS

VS.

SOUTHWESTERN ENERGY COMPANY  
10000 ENERGY DRIVE  
SPRING, TX 77389

SOUTHWESTERN ENERGY  
1000 ENERGY DRIVE  
SPRING, TX 77389

SOUTHWESTERN ENERGY PRODUCTION CO  
1000 ENERGY DRIVE  
SPRING, TX 77389

CHESAPEAKE APPALACHIA, LLC  
5400 D BIG TYLER ROAD  
CHARLESTON, WV 25313

CHESAPEAKE ENERGY CORPORATION  
5400 D BIG TYLER ROAD  
CHARLESTON, WV 25313

**TO THE ABOVE NAMED DEFENDANT(S):**

IN THE NAME OF THE STATE OF WEST VIRGINIA, YOU ARE HEREBY SUMMONED AND REQUIRED TO SERVE UPON MARK A KEPPLER, ESQUIRE WHOSE ADDRESS IS BAILEY & WYANT, P.L.L.C. 1219 CHAPLINE STREET, WHEELING, WV 26003, AN ANSWER, INCLUDING ANY RELATED COUNTERCLAIM YOU MAY HAVE TO THE COMPLAINT FILED AGAINST YOU IN THE ABOVE STYLED CIVIL ACTION, A TRUE COPY OF WHICH IS HERewith DELIVERED TO YOU. YOU ARE REQUIRED TO SERVE YOUR ANSWER WITHIN 30 DAYS AFTER SERVICE OF THIS SUMMONS UPON YOU, EXCLUSIVE OF THE DAY OF SERVICE. IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT AND YOU WILL THEREAFTER BE BARRED FROM ASSERTING IN ANOTHER ACTION ANY CLAIM YOU MAY HAVE WHICH MUST BE ASSERTED BY COUNTERCLAIM IN THE ABOVE STYLED CIVIL ACTION.

March 16, 2016



BRENDA L. MILLER  
CLERK OF COURT

BY:

  
DEPUTY CLERK

CIRCUIT COURT  
OF OHIO COUNTY  
MAR 16 11 19 14  
BRENDA L. MILLER

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☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

*Sent 3-16-16*  
 Postmark Here

Postage \$  
 Total Postage \$  
 Sent To **CHESAPEAKE ENERGY CORPORATION**  
**5400 D BIG TYLER ROAD**  
**CHARLESTON, WV 25313**  
 Street and Apt. **16-C-81**  
 City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000 9047

See Reverse for Instructions

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☐ Adult Signature Restricted Delivery \$

*Sent 3-16-16*  
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Postage \$  
 Total Postage \$  
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**1000 ENERGY DRIVE**  
**SPRING, TX 77389**  
 Street and Apt. **16-C-81**  
 City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000 9047

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 Street and Apt. **16-C-81**  
 City, State, ZIP+4

PS Form 3800, April 2015 PSN 7530-02-000 9047

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RECEIVED  
 APR 16 2016  
 CIRCUIT COURT  
 OF THE STATE OF TEXAS  
 COUNTY OF TARRANT

OFFICE OF THE CIRCUIT CLERK

RECEIPT #: 85559

OHIO  
1500 CHAPLINE ST.  
WHEELING

DATE RECEIVED: 03/16/2016

RECEIVED FROM: BAILEY & WYANT

TOTAL: \$300.00

STYLE OF CASE  
DOUGLAS RODGERS  
VS.  
SOUTHWESTERN ENERGY COMPANY

CASE #: 16-C-81

IN PAYMENT OF FILING, 5 CM SERVICES  
BY Check 2361

BRENDA L MILLER  
CLERK OF THE CIRCUIT COURT

BY 